

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On August 6, 2007, I caused to be served the documents listed below upon the parties listed on Exhibit A hereto via postage pre-paid U.S. mail:

- 1) Informational Notice Of Expedited Motion For Order Under 11 U.S.C. §§ 363, 1113, And 1114 And Fed. R. Bankr. P. 6004 And 9019 Approving (I) Memoranda Of Understanding Among IUOE, IBEW, IAM, Delphi, And General Motors Corporation Including Modification Of IUOE ,IBEW, And IAM Collective Bargaining Agreements And Retiree Welfare Benefits For Certain IUOE, IBEW, And IAM-Represented Retirees And (II) Modification Of, And Term Sheet Regarding, Retiree Welfare Benefits For Certain Non-Represented Hourly Active Employees And Retirees [a copy of which is attached hereto as Exhibit B]
- 2) Notice Of Expedited Motion For Order Under 11 U.S.C. §§ 363, 1113, And 1114 And Fed. R. Bankr. P. 6004 And 9019 Approving (I) Memoranda Of Understanding Among IUOE, IBEW, IAM, Delphi, And General Motors Corporation Including Modification Of IUOE ,IBEW, And IAM Collective Bargaining Agreements And Retiree Welfare Benefits For Certain IUOE, IBEW, And IAM-Represented Retirees And (II) Modification Of, And Term Sheet Regarding, Retiree Welfare Benefits For Certain Non-Represented Hourly Active Employees And Retirees [a copy of which is attached hereto as Exhibit C]

Dated: August 10, 2007

/s/ Evan Gershbein
Evan Gershbein

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2007, by
Evan Gershbein, personally known to me or proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

Signature: /s/ Leanne V. Rehder

Commission Expires: 3/2/08

EXHIBIT A

Delphi Corporation
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Special Parties

Name	Address1	City	State	Zip
Alfred Brown Jr	1001 E Mary Ln	Oak Creek	WI	53154
Allen Rayeske	9257 S Nicholson Rd	Oak Creek	WI	53154
Aloys Stieber Jr	8858 Garden Ln	Greendale	WI	53129
Anthony Cefalu	9273 S Sherwood Dr	Franklin	WI	53132
Anthony Cuellar Jr	8185 S Willow Dr	Oak Creek	WI	53154
Anthony Salopek	15841 W Mark Drive	New Berlin	WI	53151
Anton Price	W259 S6810 Brook Ct	Waukesha	WI	53186
Bruce Buschke	4124 W Central Ave	Franklin	WI	53132
Bruce Greene	1330 Brookedge Dr	Hamlin	NY	14464
Bruce Russell	N5364 Cobb Rd	Elkhorn	WI	53121
Buddy White	8491 Lake Pointe Dr	Franklin	WI	53132
Celestino Garcia Jr	3415 N Bremen Street	Milwaukee	WI	53212
Charles Davis	39 S Sancher Road	Racine	WI	53406
Charles Mulligan	S77 W31462 Century Dr	Mukwonago	WI	53149
Christopher Schampers	4405 S Moorland Rd	New Berlin	WI	53151
Craig Lawler	2304 16Th Place	Kenosha	WI	53140
Daniel Bartlett	1771 Lake Rd	Webster	NY	14580
Daniel Kennedy	1238 Latta Rd Apt D	Rochester	NY	14612
Daniel Riley	6681 S Whitnall Edge Rd	Franklin	WI	53132
David Filipiak	2945 S 6Th Street	Milwaukee	WI	53215
David Gorseger	2819 Arlington Ave	Racine	WI	53403
David Koller	W164 S7363 Bay Lane Dr	Muskego	WI	53150
David Nessman	3455 S Crandon Pl	Milwaukee	WI	53219
David Rakowski	10202 S Nicholson Rd	Oak Creek	WI	53154
David Raspberry	7702 W Margaret Lane	Franklin	WI	53132
Dean Schweisberger	3516 E Armour Ave	Cudahy	WI	53110
Dennis Hornak	4241 S Pine Ave	Milwaukee	WI	53207
Dennis Witt	11908 W Woodcrest Cir	Franklin	WI	53132
Donald Kittelson	7014 N Agnes Ave	Gladstone	MO	64119
Donald Lucas	W235 S7670 Vernon Hills Drive	Vernon	WI	53103
Donald Weber	354 Midland Ave	Hartford	WI	53027
Douglas Datz	3437 Brookside Blvd	Columbus	OH	43204
Douglas Heder	8060 S 68Th St	Franklin	WI	53132
Edward Douglass	2350 Argyle Dr	Columbus	OH	43219
Edward Waldeck li	133 Guernsey Ave	Columbus	OH	43204
Eugene Lebyrk	3081 E Glen Eagle Dr	Chandler	AZ	85249
Felipe Perez	W228 S5095 Mill Ct	Waukesha	WI	53189
Frank Gole	6711 Hill Park Ct	Greendale	WI	53129
Frank Gursky	274 S Algonquin Ave	Columbus	OH	43204

Delphi Corporation
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Special Parties

Name	Address1	City	State	Zip
Frank Rosiak	9019 W Allerton Ave	Greenfield	WI	53228
Fred Goertz	1313 Columbia Ave	So Milwaukee	WI	53172
Gary Janaszek	1422 W Van Norman Ave	Milwaukee	WI	53221
Gary Kiekhaefer	936 S 122 Street	West Allis	WI	53214
Gary Mitchell	W132 S6585 Saroyan Dr	Muskego	WI	53150
Gary Simons	S72 W24905 Wildwood Dr	Vernon	WI	53189
George Bagatta	2060 Edgewater Dr	Grafton	WI	53024
Gerald Hansen	Po Box 373	Rochester	WI	53167
Gerald Raymus	542 Garrison Ct	Delafield	WI	53018
Glenn Spiroff	183 Hillside Drive	Hilton	NY	14468
Gregory Boicourt	5205 S Camelot Lane	Greenfield	WI	53221
Gregory Peterson	7020 Idlewood Ct	Waterford	WI	53185
Henry Fleig	56 University Ave	Atlanta	NY	14808
Howard Hickman	S102 W36430 Hwy Lo	Eagle	WI	53119
James Chambasian	926 Ohio Street	Racine	WI	53405
James Davis	4637 N 39Th St	Milwaukee	WI	53209
James Jorgenson	W306 N7024 Bette Ann Dr	Hartland	WI	53209
James La Vesser	N51 W27590 Willow Crk Dr	Pewaukee	WI	53072
James Magolan	W125 S8583 Country View Court	Muskego	WI	53150
James Reshel	S65 W27784 River Rd	Waukesha	WI	53188
James Smagalski	3811 S 21St St	Milwaukee	WI	53221
Jay Christensen	5401 S Cambrige Lane	Greenfield	WI	53221
Jay Cook	1247 39Th Avenue	Kenosha	WI	53144
Jeffrey Benn	8331 S 42Nd St	Franklin	WI	53132
Jeffrey Cieciva	4341 S Burrell St	Milwaukee	WI	53207
Jeffrey Curry	W127 S6767 Jaeger Pl	Muskego	WI	53150
Jeffrey Hierlmeier	7203 W View Dr	Wind Lake	WI	53185
Jerome Bukiewicz	12650 W Lagoon Rd	New Berlin	WI	53151
John Clark	322 E Walnut St	Westerville	OH	43081
John Hoffmann	5528 Northwestern Ave	Racine	WI	53406
Jonathan Babbitt	Po Box 60412	Rochester	NY	14606
Jose Plem	W241 N6606 Fir St	Sussex	WI	53089
Joseph Lipp	2123 W Cedar St	Oak Creek	WI	53154
Joseph Safranski	516 Manitowoc Ave	So Milwaukee	WI	53172
Joseph Schwab	860 E Oakwood Rd	Oak Creek	WI	53154
Karen Jegen	5990 S Crosswinds Dr No 8	Cudahy	WI	53110
Kathleen Slamka	9210 S Chicago Rd	Oak Creek	WI	53154
Keith Adams	S1066 W36133 Matthew Ln	Eagle	WI	53119
Keith Grace	29429 N Lake Dr	Waterford	WI	53185

Delphi Corporation
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 Special Parties

Name	Address1	City	State	Zip
Keith Larnar	W234 S5217 Ermine Ct	Waukesha	WI	53186
Keith Seal	3134 W Thorncrest Dr	Franklin	WI	53132
Kenneth Bolka	2943 Thornapple Ct	Racine	WI	53402
Kenneth Kiedrowski	2410 W Leroy Ave	Milwaukee	WI	53221
Kenneth Nickel	N4196 County Rd P	Sullivan	WI	53178
Kenneth Ward	3706 N 53Rd St	Milwaukee	WI	53216
Larry Van Tubbergen	8924 Old Spring St	Racine	WI	53406
Lawrence Nycz	W329 S10080 West Pointe Dr	Mukwonago	WI	53149
Margaret Valeri	2904 1/2 Olive St	Racine	WI	53403
Mark Burbey	16325 Overhill Dr	Brookfield	WI	53005
Mark Gehrke	6116 Churchwood Lane	Greendale	WI	53129
Mark Grosso	6525 Riverside Rd	Waterford	WI	53185
Mark Spangenberg	5221 S 44Th St	Greenfield	WI	53220
Marquis Moore	29209 Manor Drive	Waterford	WI	53185
Melvin Benford	3856 N 24Th Pl	Milwaukee	WI	53206
Michael Bartol	6921 Spring St	Racine	WI	53406
Michael Jankowski	405 E Robert Rd	Oak Creek	WI	53154
Michael Keleher	3567 E Barnard Ave No 1	Cudahy	WI	53110
Michael Komorowski	1433 W Violet Dr	Oak Creek	WI	53154
Michael Lueck	9318 S Springhill Ln	Franklin	WI	53132
Michael Pagliaroni	984 Hastings Ct	Racine	WI	53406
Michael Potter	N 38W 26876 Glacier Rd	Pewaukee	WI	53072
Michael Wszola	2085 E Pendragon Ct	Oak Creek	WI	53154
Michael Yorton	317 E Eagle Street	Eagle	WI	53119
Nathan Williams	1754 Harrison Pond Dr	New Albany	OH	43054
Patrick Croak	S103 W20975 Heather Ln	Muskego	WI	53150
Paul Andrews	W224 S7540 Guthrie Dr	Big Bend	WI	53103
Paul Bennett	729 Hawthorne No 1	S. Milwaukee	WI	53172
Paul Vega	500 E Darlene Ln	Oak Creek	WI	53154
R Foxhall Jr	957 Manitou Rd	Hilton	NY	14468
Randal Middleton	301 Beauregard St No 1607	Alexandria	VA	22312
Raymond Budzinski	6322 New Castle Lane	Racine	WI	53402
Richard Bruette	4501 W 8 Mile Road	Caledonia	WI	53108
Richard Kasza	4345 S 36Th St	Greenfield	WI	53221
Richard Leipzig	N8349 Greenwald Ct	East Troy	WI	53120
Richard Petrie	7660 S 68Th St	Franklin	WI	53132
Richard Scharet	4353 West Sprinbrook Rd	Castile	NY	14427
Richard Thomas	1857 Big Tree Drive	Columbus	OH	43223
Richard Wilger	3334 County Road Y	West Bend	WI	53095

Name	Address1	City	State	Zip
Richard Zawada	W333 N4294 Parc Way	Nashota	WI	53058
Robert Blask	8235 W Howard Ave	Greenfield	WI	53220
Robert Farmer	6425 Retton Rd	Reynoldsburg	OH	43068
Robert Jaeck	2222 Sunrise Rd	Racine	WI	53402
Robert Janiszewski	S67 W12685 Larkspur Rd	Muskego	WI	53150
Robert Kloet	4131 Matthew Dr	Racine	WI	53402
Robert Steger	Pobox 251	Mukwonago	WI	53149
Robert Stroik	1704 Menomonee Ave	S Milwaukee	WI	53172
Robert Wolf	531 W College Ave	Oak Creek	WI	53154
Roger Struckman	4932 London-Groveport Rd	Orient	OH	43146
Ronald Bostic	193 Hawkes Ave	Columbus	OH	43223
Ronald Clark	161 Works Rd	Honeoye Falls	NY	14472
Ronald Kreutzer	8383 W Holmes Ave	Milwaukee	WI	53220
Rudolph Williams	2500 17Th Ave	So Milwaukee	WI	53172
Rudy Gawlitta	S70 W12852 Flintlock Trl	Muskego	WI	53150
Russell Backes	1645 Monroe Avenue	So Milwaukee	WI	53172
Stephen Goodman	7362 Jean Ellen Road	West Bend	WI	53090
Steven Winski	981 E Elm Rd	Oak Creek	WI	53154
Terrence Naffier	7014 Breezy Point Road	Wind Lake	WI	53185
Terry Dick	11610 223Rd Avenue	Bristol	WI	53104
Thomas Carlson	649 Swan Drive	Waterford	WI	53185
Thomas Schumacher	3278 E Norwich Ave	Saint Francis	WI	53235
Tim Berghoefer	S25 W30307 Jenna Lane	Waukesha	WI	53188
Wayne Plevak	39 S Fancher Road	Racine	WI	53406
Wayne Ziemer	11400 W 7 Mile Rd	Franksville	WI	53126
William Eurick	W224 S7600 Guthrie Dr	Big Bend	WI	53103
William Johnston	439 Uhler Ave	Marion	OH	43302
William Mink	5850 North River Bay Rd	Waterford	WI	53185
William Odell	6412 Buckeye Path Dr N	Grove City	OH	43123
Willie Flora	2321 Penbrook Drive	Racine	WI	53406
Worthy Brock	8703 W Becher St	West Allis	WI	53227

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Delphi Corporation
Special Parties

Name	Address1	City	State	Zip
Alfred Bock	7930 W Lincoln St Ne	Masury	OH	44438-9780
Allene Williams	416 Woodland Hills Ct	Madison	MS	39110-7819
Bertha Thompson	215 Lake Of Pines Dr	Jackson	MS	39206-3226
Betty Longo	536 Bay Pointe Drive	Brandon	MS	39047
Carlotta Hluchan	1482 Bristol-Champion Town	Warren	OH	44481
Charles Flask Jr.	276 Aspen Dr Nw	Warren	OH	44483-1183
Corinne Smith	3942 N West River Rd	Sanford	MI	48657-9367
Dale Cox	Po Box 654	Waynesville	OH	45068-0654
David Lewis	500 Ardussi Ave	Saginaw	MI	48602
Frank Farner	206 Indian Mound Rd	Clinton	MS	39056-4902
Frank Wilson	Po Box 53	Clinton	MS	39060-0053
Fred King	5626 Dixie Hwy Apt 2	Saginaw	MI	48601-5863
Gerald Eickholt	Po Box 797	Freeland	MI	48623-0797
Jeffrey Gray	1190 Barbeau Dr	Saginaw	MI	48603-5401
Joan Bartholomew	5706 Everett East	Hubbard	OH	44425
Joan Duvall	4430 Durham Ct.	Ravenna	OH	44266
Judith Shortreed	2086 Quail Run Dr	Cortland	OH	44410-1828
Martin Cipriano	23 Lattavo Dr.	New Castle	PA	16105
Mary Poweski	404 Westchester Dr.Se	Warren	OH	44484
Michael Basner	2322 Adams Blvd.	Saginaw	MI	48602
Michael Burden	2223 N Mason St	Saginaw	MI	48602-5209
Patricia Shaffer	476 Charles St	Cortland	OH	44410
Rebecca Tipton	330 Brownstone Dr	Englewood	OH	45322-1712
Robert Jackson	127 Mulberry St	Chesterfield	IN	46017-1718
Ronald Nelson	1382 Calvin Dr	Burton	MI	48509
Scott Reibold	8149 Anderson Ave Ne	Warren	OH	44484-1534
Tara King	3628 Madison Ave	Anderson	IN	46013-4050
Walter Patterson	3455 Green Gable Rd	Terry	MS	39170
William Rinehart	5667 Clingan Dr.	Struthers	OH	44471-1007

EXHIBIT B

**A COMPLETE COPY OF DELPHI'S COURT
PAPERS, INCLUDING THE MEMORANDA
OF UNDERSTANDING, CAN BE OBTAINED
AT WWW.DELPHIDOCKET.COM OR BY
CALLING 1-888-249-2691**

**This is a notice of a motion to the U.S. Bankruptcy Court which may affect you as a present or
former employee of Delphi:**

**FOR A SUMMARY OF THE RELIEF SOUGHT IN THIS MOTION REGARDING MEMBERS
OF:**

IUOE LOCAL 832S: SEE PAGES 3 & 4

IUOE LOCAL 18S: SEE PAGES 5 & 6

IUOE LOCAL 101S: SEE PAGES 7 & 8

IBEW (ELECTRONICS & SAFETY): SEE PAGES 9 & 10

IBEW (POWERTRAIN): SEE PAGES 11 & 12

IAM: SEE PAGES 13 & 14

NON-REPRESENTED HOURLY ACTIVE EMPLOYEES AND RETIREES: SEE PAGE 15

**The information in this notice is only a summary and you can obtain complete papers as set forth
above this box and on page 16.**

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
-----	x	

**INFORMATIONAL NOTICE OF EXPEDITED MOTION FOR ORDER UNDER 11 U.S.C.
§§ 363, 1113, AND 1114 AND FED. R. BANKR. P. 6004 AND 9019 APPROVING
(I) MEMORANDA OF UNDERSTANDING AMONG IUOE, IBEW, IAM,
DELPHI, AND GENERAL MOTORS CORPORATION INCLUDING MODIFICATION
OF IUOE, IBEW, AND IAM COLLECTIVE BARGAINING AGREEMENTS AND
RETIREE WELFARE BENEFITS FOR CERTAIN IUOE, IBEW, AND IAM-REPRESENTED
RETIREES AND (II) MODIFICATION OF, AND TERM SHEET REGARDING,
RETIREE WELFARE BENEFITS FOR CERTAIN NON-REPRESENTED
HOURLY ACTIVE EMPLOYEES AND RETIREES**

**INFORMATION FOR IUOE, IBEW, AND IAM-REPRESENTED
EMPLOYEES AND RETIREES AND CERTAIN NON-REPRESENTED
HOURLY ACTIVE EMPLOYEES AND RETIREES OF DELPHI CORPORATION**

On August 6, 2007, Delphi Corporation and certain of its affiliated debtors and
debtors-in-possession ("Delphi"), filed the **Expedited Motion For Order Under 11 U.S.C. §§**

363, 1113, And 1114 And Fed. R. Bankr. P. 6004 And 9019 Approving (I) Memoranda Of Understanding Among IUOE, IBEW, IAM, Delphi, And General Motors Corporation Including Modification Of IUOE, IBEW, And IAM Collective Bargaining Agreements And Retiree Welfare Benefits For Certain IUOE, IBEW, And IAM-Represented Retirees And (II) Modification Of, And Term Sheet Regarding, Retiree Welfare Benefits For Certain Non-Represented Hourly Active Employees And Retirees (the "Motion"), which seeks bankruptcy court approval (subject to ratification by the IUOE,¹ IBEW, and IAM, respectively) of six memoranda of understanding dated July 31 and August 1, 2007 (the "Settlement Agreements" or "Memoranda of Understanding") among Delphi, General Motors, and the IUOE, IBEW, and IAM, respectively, regarding Delphi's restructuring as well as bankruptcy court approval of modification of retiree welfare benefits for certain non-represented hourly active employees and retirees and a term sheet between GM and Delphi regarding such modification.

On August 16, 2007 at 10:00 a.m., the United States Bankruptcy Court (the "Court") for the Southern District of New York will conduct a hearing on approval of the Settlement Agreements.

If approved by the Court (and ratified, where necessary, by the IUOE, IBEW, and IAM, respectively), each Settlement Agreement will go into effect.

¹ Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Memoranda of Understanding with the additional clarification that use of the IUOE refers to Locals 832S, 18S, and 101S of the International Union of Operating Engineers and not to the international union itself.

IUOE Local 832S

The **IUOE Local 832S** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the later of entry of this Court's approval order in respect of the Motion or the first Monday following receipt of written notice of ratification from the International Union of Operating Engineers and its Local 832S ("IUOE Local 832S"):
- The 2003 IUOE Local 832S – Delphi Powertrain – Rochester Agreements and all related agreements and understandings are extended until September 14, 2011, subject to their termination provisions;
 - A workforce transition program is implemented for eligible IUOE Local 832S-represented employees that provides eligible employees with transformation plan options including (i) attrition options similar to the previously-approved UAW and IUE-CWA attrition program for eligible IUOE Local 832S employees who are participants in the Delphi Hourly-Rate Employees Pension Plan, (ii) provision of a lump sum "buy-down" payment totaling \$10,000 for eligible employees, and (iii) severance payments up to \$40,000 to eligible employees who are permanently laid off prior to September 14, 2011;
 - Certain terms of certain IUOE CBAs are modified with respect to wages, personal savings plans, Independence Week Pay, holidays, vacation accrual, GIS, job security and/or guaranteed employment levels, subsidized discount programs, tuition assistance, attendance, representation, and dispute resolution; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).
- (B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent with all of the terms of the IUOE Local 832S Settlement Agreement and Delphi-GM settlement:

- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IUOE Local 832S-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
- Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IUOE Local 832S-represented employees as provided in Section D.2 of the IUOE Local 832S Settlement Agreement;
- The Memorandum of Understanding (including certain IUOE CBAs) is assumed pursuant to 11 U.S.C. § 365;
- The IUOE Local 832S released parties are exculpated and released in connection with the IUOE Local 832S Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IUOE Local 832S, all employees and former employees of Delphi represented or formerly represented by the IUOE Local 832S, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IUOE Local 832S Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IUOE Local 832S Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

IUOE Local 18S

The **IUOE Local 18S** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the later of entry of this Court's approval order in respect of the Motion or the first Monday following receipt of written notice of ratification from the International Union of Operating Engineers and its Local 18S ("IUOE Local 18S"):
- The IUOE Local 18S, Delphi, and GM acknowledge that the Delphi Thermal & Interior – Columbus operation is scheduled to be closed;
 - The term of the 2003 IUOE Local 18S – Delphi Agreements and all related agreements and understandings are extended until September 14, 2011, subject to their termination provisions;
 - A workforce transition program is implemented for eligible IUOE Local 18S-represented employees that provides eligible employees with transformation plan options including (i) attrition options similar to the previously-approved UAW and IUE-CWA attrition program for eligible IUOE Local 18S employees who are participants in the Delphi Hourly-Rate Employees Pension Plan, (ii) provision of a lump sum "buy-down" payment totaling \$10,000 for eligible employees, and (iii) severance payments up to \$40,000 to eligible employees who are permanently laid off prior to September 14, 2011;
 - Certain terms of certain IUOE CBAs are modified with respect to wages, personal savings plans, Independence Week Pay, holidays, vacation accrual, GIS, job security and/or guaranteed employment levels, Plant Closing and Sale Moratorium, subsidized discount programs, tuition assistance, and representation;
 - On a case-by-case basis, Delphi employees transferring from a Delphi plant to another Delphi plant may be eligible for a Relocation Allowance based on actual expenses incurred, up to a maximum of \$10,000; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).

(B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent with all of the terms of the IUOE Local 18S Settlement Agreement and Delphi-GM settlement:

- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IUOE Local 18S-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
- Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IUOE Local 18S-represented employees as provided in Section D.2 of the IUOE Local 18S Settlement Agreement;
- The Memorandum of Understanding (including certain IUOE CBAs) is assumed pursuant to 11 U.S.C. § 365;
- The IUOE Local 18S released parties are exculpated and released in connection with the IUOE Local 18S Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IUOE Local 18S, all employees and former employees of Delphi represented or formerly represented by the IUOE Local 18S, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IUOE Local 18S Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IUOE Local 18S Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

IUOE Local 101S

The **IUOE Local 101S** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the entry of this Court's approval order in respect of the Motion:
- The International Union of Operating Engineers Local 101S ("IUOE Local 101S"), Delphi, and GM acknowledge that the Delphi Automotive Holdings Group – Olathe operations are closed, and that Delphi no longer employs any Olathe bargaining unit employees;
 - The IUOE Local 101S Settlement Agreement terminates and supersedes the 2003 IUOE Local 101S – Delphi Agreements and all related agreements and understandings; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).
- (B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent with all of the terms of the IUOE Local 101S Settlement Agreement and Delphi-GM settlement:
- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IUOE Local 101S-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
 - Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IUOE Local 101S-represented employees as provided in Section C of the IUOE Local 101S Settlement Agreement;
 - The Memorandum of Understanding (including certain IUOE agreements) is assumed pursuant to 11 U.S.C. § 365;

- The IUOE Local 101S released parties are exculpated and released in connection with the IUOE Local 101S Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IUOE Local 101S, all employees and former employees of Delphi represented or formerly represented by the IUOE Local 101S, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IUOE Local 101S Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IUOE Local 101S Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

IBEW (Electronics & Safety)

The **IBEW E&S** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the later of entry of this Court's approval order in respect of the Motion or the first Monday following receipt of written notice of ratification from the IBEW:
- The IBEW, Delphi, and GM acknowledge that the Delphi Electronics & Safety – Milwaukee operation is scheduled to be closed;
 - The term of the 2003 IBEW – Delphi E&S Agreements and all related agreements and understandings are extended until September 14, 2011, subject to their termination provisions;
 - A workforce transition program is implemented for eligible IBEW-represented employees that provides eligible employees with transformation plan options, including (i) attrition options similar to the previously-approved UAW and IUE-CWA attrition program for eligible IBEW employees who are participants in the Delphi Hourly-Rate Employees Pension Plan, (ii) provision of a lump sum "buy-down" payment totaling \$10,000 for eligible employees, and (iii) severance payments up to \$40,000 to eligible employees who are permanently laid off prior to September 14, 2011;
 - Certain terms of the IBEW CBAs are modified with respect to wages, personal savings plans, Independence Week Pay, holidays, vacation accrual, Plant Closing and Sale Moratorium, GIS, job security and/or guaranteed employment levels, tuition assistance, subsidized discount programs, strikes, and stoppages; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).
- (B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent with all of the terms of the IBEW E&S Settlement Agreement and Delphi-GM settlement:

- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IBEW-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
- Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IBEW-represented employees as provided in Section D.2 of the IBEW E&S Settlement Agreement;
- The Memorandum of Understanding (including certain IBEW CBAs) is assumed pursuant to 11 U.S.C. § 365;
- The IBEW released parties are exculpated and released in connection with the IBEW E&S Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IBEW, all employees and former employees of Delphi represented or formerly represented by the IBEW, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IBEW E&S Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IBEW E&S Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

IBEW (Powertrain)

The **IBEW Powertrain** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the later of entry of this Court's approval order in respect of the Motion or the first Monday following receipt of written notice of ratification from the IBEW:
- The IBEW, Delphi, and GM acknowledge that the Delphi Powertrain – Milwaukee operation is scheduled to be closed;
 - The term of the 2003 IBEW – Delphi Powertrain (formerly Delphi E&C) – Milwaukee Operations Agreements and all related agreements and understandings are extended until September 14, 2011, subject to their termination provisions;
 - A workforce transition program is implemented for eligible IBEW-represented employees that provides eligible employees with transformation plan options, including (i) attrition options similar to the previously-approved UAW and IUE-CWA attrition program for eligible IBEW employees who are participants in the Delphi Hourly-Rate Employees Pension Plan, (ii) provision of a lump sum "buy-down" payment totaling \$10,000 for eligible employees, and (iii) severance payments up to \$40,000 to eligible employees who are permanently laid off prior to September 14, 2011;
 - Certain terms of the IBEW CBAs are modified with respect to wages, personal savings plans, Independence Week Pay, holidays, vacation accrual, Plant Closing Restrictions, GIS, job security and/or guaranteed employment levels, tuition assistance, subsidized discount programs, strikes, and stoppages; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).
- (B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent with all of the terms of the IBEW Powertrain Settlement Agreement and Delphi-GM settlement:

- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IBEW-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
- Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IBEW-represented employees as provided in Section D.2 of the IBEW Powertrain Settlement Agreement;
- The Memorandum of Understanding (including certain IBEW CBAs) is assumed pursuant to 11 U.S.C. § 365;
- The IBEW released parties are exculpated and released in connection with the IBEW Powertrain Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IBEW, all employees and former employees of Delphi represented or formerly represented by the IBEW, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IBEW Powertrain Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IBEW Powertrain Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

IAM

The **IAM** Settlement Agreement, among other subject matters, provides that:

- (A) Effective upon the later of entry of this Court's approval order in respect of the Motion or the first Monday following receipt of written notice of ratification from the IAM:
- The IAM, Delphi, and GM acknowledge that the Delphi Electronics & Safety – Milwaukee operation is scheduled to be closed;
 - The term of the 2003 IAM – Delphi Electronics & Safety – Milwaukee Operations Agreements and all related agreements and understandings are extended until September 14, 2011, subject to their termination provisions;
 - A workforce transition program is implemented for eligible IAM-represented employees that provides eligible employees with transformation plan options including (i) attrition options similar to the previously-approved UAW and IUE-CWA attrition program for eligible IAM employees who are participants in the Delphi Hourly-Rate Employees Pension Plan, (ii) provision of a lump sum "buy-down" payment totaling \$10,000 for eligible employees, and (iii) severance payments up to \$40,000 to eligible employees who are permanently laid off prior to September 14, 2011;
 - Certain terms of the IAM CBAs are modified with respect to wages, personal savings plans, Independence Week Pay, holidays, vacation accrual, Plant Closing and Sale Moratorium, GIS, job security and/or guaranteed employment levels, tuition assistance, subsidized discount programs, strikes, and stoppages; and
 - All employee, retiree, and union asserted and unasserted claims are settled (except for waiver of rights to vested pension benefits, workers compensation benefits, unemployment compensation benefits, and the right to pursue pending ordinary course grievance except for employees who have signed individual releases of claims).
- (B) Effective upon the execution by Delphi and GM of a comprehensive settlement agreement resolving certain financial, commercial, and other matters between Delphi and GM and substantial consummation of a plan of reorganization proposed by Delphi in its chapter 11 cases and confirmed by this Court which incorporates, approves, and is consistent

with all of the terms of the IAM Settlement Agreement and Delphi-GM settlement:

- Delphi's obligation to provide certain retiree welfare benefits is eliminated and GM is obligated to provide certain retiree welfare benefits for certain IAM-represented retirees and eligible employees covered as provided in the Term Sheet – Delphi Cessation and GM Provision of OPEB;
- Delphi's existing pension plan is frozen in certain respects effective upon emergence from chapter 11 for certain covered IAM-represented employees as provided in Section D.2 of the IAM Settlement Agreement;
- The Memorandum of Understanding (including certain IAM CBAs) is assumed pursuant to 11 U.S.C. § 365;
- The IAM released parties are exculpated and released in connection with the IAM Memorandum of Understanding and Delphi's chapter 11 cases; and
- Delphi and GM receive releases from the IAM, all employees and former employees of Delphi represented or formerly represented by the IAM, and all persons or entities with claims derived from or related to any relationship with such employees of Delphi arising directly or indirectly from or in any way related to any obligations under the collective bargaining agreements or the IAM Memorandum of Understanding (except for claims for benefits provided for or explicitly not waived under the IAM Memorandum of Understanding, including, but not limited to, workers' compensation benefits and unemployment compensation benefits against Delphi, its subsidiaries, or affiliates that are otherwise assertable under applicable law).

Non-Represented Hourly Active Employees And Retirees

The Motion also requests that the Court approve modification of retiree welfare benefits for certain **non-represented hourly active employees and retirees** of the Debtors pursuant to 11 U.S.C. § 363. On August 3, 2007, Delphi and GM agreed to the treatment of these non-represented hourly individuals in the Term Sheet – Delphi Cessation and GM Provision of OPEB For Certain Non-Represented Delphi Employees and Retirees (the "Non-Represented Term Sheet"). Upon the effective date of the Non-Represented Term Sheet, GM will provide post-retirement medical benefits to certain of the non-represented hourly active employees and retirees in accordance with all the ongoing terms, conditions and eligibility requirements of the GM Health Care Program for Hourly Employees and GM will provide the applicable level of post retirement medical benefits to certain of the non-represented hourly active employees and retirees consistent with the terms of the Modified Plan, as defined in the settlement agreement approved by the court in the case IUE, et al. v. General Motors Corporation (case number 2:06-cv-12151), on the same basis as such benefits are provided to GM-IUE-CWA hourly employees who retired from GM with eligibility to participate in the GM Health Care Program. Further, GM will provide all employer-paid post-retirement Basic Life Insurance benefits to certain of the non-represented hourly active employees and retirees in accordance with all the ongoing terms, conditions, and eligibility requirements of the GM Life and Disability Benefits Program for Hourly Employees and at the level provided for non-represented hourly retirees on the date immediately preceding the GM's provision of such benefits, provided, however, that GM will not be required to provide life insurance benefits at a level and scope that exceeds that being provided for similarly situated IBEW or IAM-represented hourly retirees of GM. Certain active non-represented hourly employees, may be eligible for an attrition program substantially similar to the special attrition program, known as the SAP-T, currently agreed to by the IUE-CWA, subject to Court approval.

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This information is only a summary of the Motion and of some of the terms of the Settlement Agreements and are qualified entirely by and are subject to the actual terms and conditions of the Settlement Agreements and the Non-Represented Term Sheet. A complete copy of Delphi's court papers, including the Settlement Agreements, can be obtained at www.delphidocket.com or by calling 1-888-249-2691. Delphi's plan of reorganization will be considered by the Court at a later time and you will receive notice about that proceeding.

A copy of the notice of the Motion is attached hereto.

Dated: New York, New York
August 6, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Debtors and Debtors-in-Possession

EXHIBIT C

Hearing Date And Time: August 16, 2007 at 10:00 a.m.
Objection Deadline: August 13, 2007 at 4:00 p.m.

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International: (248) 813-2698
Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.:	:	(Jointly Administered)
-----	X	

NOTICE OF EXPEDITED MOTION FOR ORDER UNDER 11 U.S.C. §§ 363, 1113,
AND 1114 AND FED. R. BANKR. P. 6004 AND 9019 APPROVING (I) MEMORANDA OF UNDERSTANDING AMONG IUOE,
IBEW, IAM, DELPHI, AND GENERAL MOTORS CORPORATION INCLUDING MODIFICATION OF IUOE, IBEW, AND IAM
COLLECTIVE BARGAINING AGREEMENTS AND RETIREE WELFARE BENEFITS FOR CERTAIN IUOE, IBEW, AND IAM-
REPRESENTED RETIREES AND (II) MODIFICATION OF, AND TERM SHEET REGARDING, RETIREE WELFARE BENEFITS
FOR CERTAIN NON-REPRESENTED HOURLY ACTIVE EMPLOYEES AND RETIREES

PLEASE TAKE NOTICE that on August 6, 2007, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed an Expedited Motion For Order Under 11 U.S.C. §§ 363, 1113 And 1114 And Fed. R. Bankr. P. 6004 And 9019 Approving (I) Memoranda Of Understanding Among IUOE, IBEW, IAM, Delphi, And General Motors Corporation Including Modification Of IUOE, IBEW, And IAM Collective Bargaining Agreements And Retiree Welfare Benefits For Certain IUOE, IBEW, And IAM-Represented Retirees And (II) Modification Of, And Term Sheet Regarding, Retiree Welfare Benefits For Certain Non-Represented Hourly Active Employees And Retirees (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on August 16, 2007 at 10:00 a.m. (prevailing Eastern time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered March 20, 2006 (Docket No. 2883) (the "Supplemental Case Management Order") and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered October 26, 2006 (Docket No. 5418) (together with the Supplemental Case Management Order, the "Case Management Orders"), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the

Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), O'Melveny & Myers LLP, 1625 Eye Street, NW, Washington, DC 20006 (Att'n: Tom A. Jerman), and Groom Law Group, Chartered, 1701 Pennsylvania Avenue NW Washington, DC 20006 (Att'n: Lonie Hassel), (iii) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (iv) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (v) counsel for the official committee of equity security holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), (vii) counsel to the IUOE, Gorlick, Kravitz & Listhaus, P.C., 17 State Street, 4th Floor, New York, New York 10004 (Att'n: Barbara S. Mehlsack), and (viii) counsel to the IAM and IBEW, Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C., 1555 N. RiverCenter Drive, Suite 202, Milwaukee, Wisconsin 53212 (Att'n: Marianne G. Robbins) in each case so as to be **received** no later than **4:00 p.m. (prevailing Eastern time) on August 13, 2007** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Case Management Orders will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and the Case Management Orders, the Bankruptcy Court may enter a final order granting the Motion without further notice.

Dated: New York, New York
August 6, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Debtors and Debtors-in-Possession